

STATE OF SOUTH CAROLINA

(Caption of Case)

Amendment to Agreement By and Between Chester Telephone Company, Lockhart Telephone Company, Inc. and Ridgeway Telephone Company, Inc. and Alltel Mobile Communications, Inc. (Assigned to Allied Wireless Communications Corporation)

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

(Please type or print)

Submitted by: Margaret M. Fox, Esquire

SC Bar Number: 65418

Address: McNair Law Firm, P. A.

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P. O. Box 11390

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Columbia, SC 29211

Other:

Email: pfox@mcnair.net

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

Print Form

Reset Form

MCNAIR  
ATTORNEYS

March 22, 2011

Margaret M. Fox

pfox@mcnair.net  
T (803) 799-9800  
F (803) 753-3219

**Via Electronic Filing**

Ms. Jocelyn Boyd  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
Synergy Business Park, The Saluda Building  
101 Executive Center Drive  
Columbia, South Carolina 29210

Re: Agreement By and Between Chester Telephone Company, Lockhart  
Telephone Company, Inc. and Ridgeway Telephone Company, Inc.  
and Alltel Mobile Communications, Inc. (Assigned to Allied Wireless  
Communications Corporation)

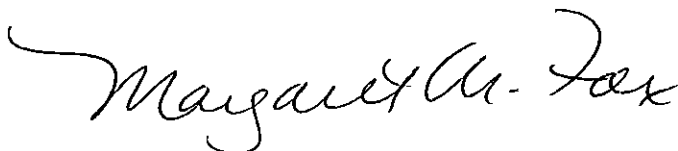
Dear Ms. Boyd:

Enclosed for filing please find Amendment No. 1 to the Agreement By  
and Between Chester Telephone Company, Lockhart Telephone Company, Inc.  
and Ridgeway Telephone Company, Inc. and Alltel Mobile Communications,  
Inc. (Assigned to Allied Wireless Communications Corporation). Also attached  
is a copy of the initial Agreement between the parties that is the subject of this  
Amendment.

Thank you for your assistance.

Very truly yours,

McNAIR LAW FIRM, P.A.



Margaret M. Fox

MMF/rwm  
Enclosures

cc: Tom Harper, Chester Telephone Company

McNair Law Firm, P. A.  
1221 Main Street  
Suite 1600  
Columbia, SC 29201

Mailing Address  
Post Office Box 11390  
Columbia, SC 29211

mcnair.net

**AMENDMENT No. 1 TO THE  
AGREEMENT BY AND BETWEEN CHESTER TELEPHONE COMPANY,  
LOCKHART TELEPHONE COMPANY, INC. AND RIDGEWAY TELEPHONE  
COMPANY INC. AND ALLTEL MOBILE COMMUNICATIONS, INC. (ASSIGNED TO  
ALLIED WIRELESS COMMUNICATIONS CORPORATION)**

This Amendment No. 1 (the "Amendment") to the Agreement by and between Chester Telephone Company ("Chester"), Lockhart Telephone Company, Inc. ("Lockhart"), and Ridgeway Telephone Company, Inc. ("Ridgeway"), collectively "The Chester Companies" with offices at 112 York Street, P.O Box 160, Chester, SC 29706, and Alltel Mobile Communications, Inc. and assigned to Allied Wireless Communications Corporation ("AWCC"), with offices at 1001 Technology Drive, Little Rock, AR 72223, that was effective March 17, 1998 (the "Agreement") is made and entered into as of January 28, 2011 between The Chester Companies and AWCC.

WHEREAS, The Chester Companies and AWCC (hereinafter individually referred to as a "Party" or collectively referred to as the "Parties") desire to amend the existing Agreement originally negotiated by and between The Chester Companies and Alltel Mobile Communications, Inc. and since assigned to AWCC.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Agreement is amended by adding a new section, §2.1, as follows:

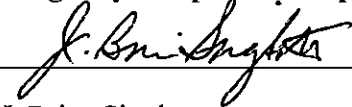
2.1 The Chester Companies shall prepare a monthly billing statement to AWCC, which will reflect the calculation of Reciprocal Compensation due The Chester Companies. The following month, AWCC shall prepare a monthly billing statement to The Chester Companies, reflecting the calculation of Reciprocal Compensation due AWCC and such billing shall use a factor that is based on each Party's proportion of originating local telecommunications traffic to total local telecommunications traffic exchanged between the Parties. This estimated percentage is referred to as the Traffic Factor and is listed below.

- |    |                      |     |
|----|----------------------|-----|
| a) | Landline-to-Wireless | 30% |
| b) | Wireless-to-Landline | 70% |

2. Except as expressly provided herein, all other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Chester Telephone Company  
Lockhart Telephone Company, Inc.  
Ridgeway Telephone Company, Inc.**

By: 

Name: J. Brian Singleton

Title: President & CEO

Date: 2/17/11

**Allied Wireless Communications  
Corporation**

By: 

Name: Kenneth Borner

Title: Vice President – Engineering and  
Operations

Date: 2/15/11



**Agreement between  
Chester Telephone Company and Alltel Mobile Communications, Inc.**

This Agreement is effective as of March 1, 1998 between ALLTEL Mobile Communications, Inc. (ALLTEL) for itself and its subsidiaries operating wireless facilities in the state of South Carolina and Chester Telephone Company, hereafter referred to as the "LEC". The terms "party" or "parties" refer to either ALLTEL, LEC, or both.

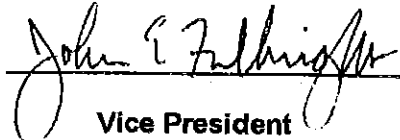
In accordance with Sections 251 and 252 of the Telecommunications Act of 1996 both parties concur with the new Agreement for Facilities-Based Network Interconnection for the Transport and Termination and Reciprocal Compensation of Local Service Area Traffic ("Agreement"), based upon the following terms and conditions:

1. On December 20, 1996, Alltel sent a letter to LEC requesting a negotiation commencement date; however, no negotiation date was established nor have any negotiations taken place. Accordingly, the parties agree now to execute this Agreement, in accordance with the Telecommunications Act of 1996.
2. Both parties agree to begin reciprocal compensation effective, retroactive to December 20, 1996. This agreement establishes a compensation rate for an on-going compensation at a rate of \$0.028 per minute of usage commencing on the execution date of this agreement.
3. The LEC will provide Alltel with "Most Favorable Provisions" treatment, pursuant to Section 252(i) of the Telecommunications Act of 1996, relative to the reciprocal compensation agreements that the LEC may enter into with other CMRS providers. In the event the LEC enters into reciprocal compensation agreements with other CMRS providers, at rates different than those applicable to Alltel, then the LEC will allow Alltel to renegotiate the Alltel rates, at their choice, to the new rates provided to other CMRS providers.
4. Each party is responsible for requesting and coordinating their own new NXX activation directly with the NANP administrator. There will be no nonrecurring or recurring charge for current or future NXX codes unless the LEC imputes the same charge(s) upon itself for future NXX activations. The amount of such charges will be negotiated in good faith in the new Agreement.
5. Both parties agree to use the rate centers published in the LERG to rate and charge toll to the originating and/or terminating end users, to the extent such a practice does not violate the State commission regulations or public laws. Both parties agree to discuss issues related to the designation of routing points.
6. Both parties agree to provide SS7 interconnection services where such services are available.

Chester Telephone Company  
112 York Street  
Chester, SC 29706  
803-385-2191

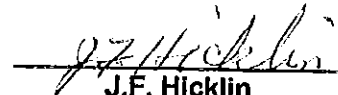
7. Both parties will begin billing the other at the agreed upon reciprocal compensation rate on the execution date of this agreement.
8. The initial term of this agreement will be for a period of six months. Additional six month terms will be automatic unless either party gives a 60 day notice of termination.

**ALLTEL Communications**

  
\_\_\_\_\_  
**Vice President**

March 13, 1998  
Date

**Chester Telephone Company**

  
\_\_\_\_\_  
**J.F. Hicklin**  
**V.P. & General Manager**

March 17, 1998  
Date

Chester Telephone Company  
112 York Street  
Chester, SC 29706  
803-385-2191